

1
2
3
4
5
6
7
8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE COURTHOUSE

12 ADOBE SYSTEMS INCORPORATED, a
13 Delaware Corporation,

14 Plaintiff,

15 v.

16 METROTECH SOLUTIONS USA INC., a
17 Delaware Corporation; 9199-6546 QUEBEC
18 INC., a Canadian Quebecois Corporation Doing
19 Business as METROTECH SOLUTIONS INC.,
20 METROTECH SOLUTIONS and
21 METROTECH; and DOES 2-10, Inclusive,

22 Defendants.

Case No.: 3:14-cv-04871-EMC

**[PROPOSED]
PERMANENT INJUNCTION AGAINST
DEFENDANTS AND DISMISSAL WITH
PREJUDICE**

Honorable Edward M. Chen

23 The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal
24 ("Stipulation"), between Plaintiff ADOBE SYSTEMS INCORPORATED ("Plaintiff"), on the
25 one hand, and Defendants METROTECH SOLUTIONS USA INC. ("Metrotech USA") and
26 9199-6546 QUEBEC INC., and its affiliated Canadian companies, 9188-0047 QUEBEC INC.
27 and 9199-6587 QUEBEC INC., all doing business as METROTECH SOLUTIONS INC.,
28 METROTECH SOLUTIONS and METROTECH ("Metrotech Canada") (collectively
"Defendants"), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a

1 permanent injunction shall be and hereby is entered against Defendants as follows:

2 1. **PERMANENT INJUNCTION.** Defendants and any person or entity acting at
3 their direction, including any and all agents, servants, employees, partners, assignees,
4 distributors, suppliers, resellers and any others over which it may exercise control, are hereby
5 restrained and enjoined, pursuant to 15 United States Code ("U.S.C.") §1116(a) and 17 U.S.C.
6 §502, from engaging in, directly or indirectly, or authorizing or assisting any third party to
7 engage in, any of the following activities in the United States and throughout the world:

8 a. copying, manufacturing, importing, exporting, marketing, purchasing, acquiring,
9 offering for sale, selling, distributing or dealing in any product or service that uses, or otherwise
10 making any use of, any of Plaintiff's trademarks and copyrights, including but not limited to
11 ADOBE®, ACROBAT® and/or CREATIVE SUITE® marks and works (collectively
12 "Plaintiff's Trademarks and Copyrights"), and/or any Intellectual Property that is confusingly or
13 substantially similar to, or that constitutes a colorable imitation of, any of ADOBE's
14 Trademarks and Copyrights, whether such use is as, on, in or in connection with any trademark,
15 service mark, trade name, logo, design, Internet use, website, domain name, metatags,
16 advertising, promotions, solicitations, commercial exploitation, television, web-based or any
17 other program, or any product or service, or otherwise;

18 b. copying or downloading, other than for personal use of a validly licensed and
19 registered software, of any software containing ADOBE's Trademarks and Copyrights,
20 including but not limited to ADOBE®, ACROBAT®, AND CREATIVE SUITE® marks and
21 works and/or any Intellectual Property that is confusingly or substantially similar to, or that
22 constitutes a colorable imitation of, any of ADOBE's Trademarks and Copyrights;

23 c. performing or allowing others employed by or representing them, or under their
24 control, to perform any act or thing which is likely to injure ADOBE, any of ADOBE's
25 Trademarks and Copyrights, and/or ADOBE's business reputation or goodwill;

26 d. engaging in any acts of federal and/or state trademark and/or copyright
27 infringement, false designation of origin, unfair competition, dilution, or other act which would
28 damage or injure ADOBE; and/or

1 e. using any Internet domain name or website that includes any of Plaintiff's
2 Trademarks and Copyrights, including but not limited to the ADOBE®, ACROBAT® and
3 CREATIVE SUITE® marks and works.

4 2. Defendants are ordered to deliver immediately for destruction all unauthorized
5 products, including counterfeit, educational, grey market, or original equipment manufacturer
6 ADOBE® software products and related products, serial activation keys and cards, labels, signs,
7 prints, packages, wrappers, receptacles and advertisements relating thereto in his possession or
8 under its control bearing any of Plaintiff's intellectual property or any simulation, reproduction,
9 counterfeit, copy or colorable imitations thereof, to the extent that any of these items are in
10 Defendants' possession.

11 3. This Permanent Injunction shall be deemed to have been served upon Defendants
12 at the time of its execution by the Court, and the case shall be dismissed against Defendants
13 upon entry of this Permanent Injunction.

14 4. The Court finds there is no just reason for delay in entering this Permanent
15 Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil Procedure*, the Court
16 directs immediate entry of this Permanent Injunction against Defendants.

17 5. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be
18 taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court
19 expressly retains jurisdiction over this matter to enforce any violation of the terms of this
20 Permanent Injunction.

21 6. **NO FEES AND COSTS.** Each party shall bear their own attorneys' fees and
22 costs incurred in this matter.

23
24
25 ///

26
27 ///

1 7. **DISMISSAL**. The Court hereby dismisses this action in its entirety with
2 prejudice upon entry of this Permanent Injunction against Defendants.

3 IT IS SO ORDERED, ADJUDICATED and DECREED this 20th day of
4 August
5 _____ 2015.

